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1 UNITED STATES BANKRUPTCY COURT  
2 FOR THE SOUTHERN DISTRICT OF NEW YORK  
3 Case No. 09-50026 (REG)

4 - - - - -x

5 In Re:

6  
7 MOTORS LIQUIDATION COMPANY, et al.,  
8 f/k/a General Motors Corp., et al.

9  
10 Debtors.

11  
12 - - - - -x

13  
14 United States Bankruptcy Court  
15 Southern District of New York  
16 One Bowling Green  
17 New York, New York 10004

18  
19 April 26, 2012

20 9:45 AM

21  
22 B E F O R E:  
23 HON. ROBERT E. GERBER  
24 U.S. BANKRUPTCY JUDGE  
25

1 resulting order and not from the time of this dictated  
2 decision.

3 MR. NEIMAN: Thank you, Your Honor.

4 THE COURT: All right. Have a good day. Next matter  
5 Ms. Greer.

6 MS. GREER: One more, Your Honor. This is the  
7 objection to the claim filed by Marjorie Creamer. It's Claim  
8 No. 71249. Ms. Creamer filed her claimed on December 22, 2011,  
9 Your Honor, so we've objected to it on two basis<sup>e</sup>. One, that  
10 the underlying claim was assumed by new GM, as I'm sure you  
11 know from the papers and, two, that the claim was also late. I  
12 know you've read the papers, Your Honor, if you'd like me to go  
13 through the details, I'm happy to do that or we can --

14 THE COURT: No, I'd like to jump to Mr. Creamer, who  
15 appears to be on my phone log. Are you on the phone, Ms.  
16 Creamer?

17 MS. CREAMER: Hello.

18 THE COURT: Okay. Ms. Creamer, your opponent has  
19 made two principle<sup>al</sup> points. One would be bad news if it weren't  
20 for the other. One is that you<sup>D</sup> claim was way late, but she  
21 also says that it took place after the sale and your claim is  
22 against new GM and not old GM, and that's actually good news  
23 for you because nothing that I would be doing here in this  
24 court is going to affect you in an adverse way. What -- why  
25 are you trying to push this claim in this court?

1 MS. CREAMER: Because the new GM is under another  
2 liquidation (indiscernible 11.12.25) department bankruptcy.  
3 (indiscernible) my car was purchased, it was a 2006  
4 (indiscernible 11.12.34). I'd never buy another Chevrolet,  
5 ever. They've got problems.

6 THE COURT: Uh huh.

7 MS. CREAMER: And that's why Obama? (indiscernible  
8 11.12.54) filed bankruptcy. All these people that are dying? I  
9 should've died. In fact, I think I did die when I hit my head  
10 on my (indiscernible 11.13.01). I hit a totem-pole. It's very  
11 serious. You guys (indiscernible 11.13.08) about people's  
12 lives. But you don't understand, (indiscernible 11.13.15) and  
13 the people that are working in the factories, that's not their  
14 fault. Somebody up there knows, that those cars power-steering  
15 (indiscernible 11.13.24) and they didn't do anything about it.  
16 Some (indiscernible 11.13.26) went out 35,000 miles  
17 (indiscernible 11.13.30). Mine did. Mine was one of them  
18 (indiscernible 11.13.32) after the fact that the accident was  
19 called an accident. I filed under "old" but I also filed under  
20 "new" which is another (indiscernible 11.13.43) of claim  
21 numbers. It happens.

22 THE COURT: Okay. I've read your letters, Ms.  
23 Creamer. One of your letters, the one that's dated January 13,  
24 2011, says that the car-wreck took place on September 24, 2009.

25 MS. CREAMER: Can I interrupt you, Your Honor?

1 THE COURT: No. You may not interrupt me. My  
2 question to you is: Is that date still correct?

3 MS. CREAMER: No. It actually happened when I  
4 purchased the car. (indiscernible 11.14.16) When I drove it  
5 off the lot, it was defective (indiscernible 11.14.21) from the  
6 day I purchased it. (indiscernible 11.14.28).

7 THE COURT: All right. Do you have anything further  
8 to say to me before I give Ms. Greer a chance to reply?

9 MS. CREAMER: Yes, I do.

10 THE COURT: Go ahead.

11 MS. CREAMER: (indiscernible 11.14.46) issue, I just  
12 listened to number three on the conference call about the  
13 airbags not inflating (indiscernible 11.14.54) off to the side.  
14 I tried to talk to GM, their officials, their claim agents,  
15 everybody and when it got down to the point that it was the  
16 steering (indiscernible 11.15.05) nobody would talk to me.  
17 Because they knew they were in trouble. And they knew they had  
18 to get out. And how were they gonna get out? Flying through  
19 your court system? It's still a (indiscernible 11.15.20) card.  
20 It is. The Volt has caught fire for being a new electric car.  
21 It's called Consumer Protection in America. What do want  
22 (indiscernible 11.15.33) cars? Please. (indiscernible  
23 11.15.35) Why? Aren't we better than that? I think Obama  
24 failed. That's where Congress is wrong. My car was wrong.  
25 (indiscernible 11.15.50) what would've happened to them? It

1 just happened I was on an old highway by myself when it went  
2 out. And thank God of that. Because you don't have to pay  
3 farm-women to (indiscernible 11.16.02).

4 THE COURT: Okay. Ms. Greer, you may reply.

5 MS. GREER: Your Honor, of course the GUC Trust  
6 refutes -- I mean, all the facts asserted by the claimant.  
7 Certainly, just to reiterate, Your Honor, that not only are  
8 claims related to accidents occurring after -- after the July  
9 10, 2009 all liabilities in connection with those accidents  
10 were assumed by new GM. So were Lemon Law claims, Your Honor,  
11 so to the extent she's asserting those claims which are not in  
12 the pleadings, but those are all new GM claims. So, Your  
13 Honor, based on that we'd ask that the claim be expunged. I'd  
14 also mention, Your Honor, that we've heard quite a bit from Ms.  
15 Creamer and I'd like to ask for language in the order which --  
16 which basically gives us some leeway to the extent she  
17 continues to file pleadings, that we don't need to respond to  
18 them unless Your Honor asks us to.

19 THE COURT: Okay.

20 MS. ~~GREER~~ <sup>CREAMER</sup>: Your Honor, I'd like to have a rebuttal  
21 on that.

22 THE COURT: I beg your pardon. You were speaking  
23 over Ms. Greer, so I didn't hear you, Ms. Creamer.

24 MS. GREER: I would like to have a rebuttal on that.

25 THE COURT: Yes you may. Limited to the --



1 MS. GREER: A Creditor --

2 THE COURT: -- new stuff *g* she said.

3 MS. CREAMER: It is.

4 THE COURT: Go ahead.

5 MS. CREAMER: A creditor is a person, corporation,  
6 entity owed a debt by the debtors and has responded before the  
7 date, on or before the date of the bankruptcy filing, ~~11-U-~~ *11 use 101(10)*  
8 ~~period-S-period-Z-period, 101~~ (indiscernible 1:17:43) ~~10,~~ on or  
9 before the date of the bankruptcy filing. It arose when I  
10 bought that car. You can say whatever you want to say, but  
11 it's (indiscernible 1:17:47) from right there in your -- in  
12 your good (indiscernible 1:17:49) on your code. And if they're  
13 unsecured debt.

14 THE COURT: Okay. All right, everybody sit in place  
15 for a second. All right, in this contested matter in the  
16 Chapter 11 case. May I ask for silence while I'm dictating a  
17 decision, please. Court Call, do you have any idea what all  
18 this noise is, and where it's coming from.

19 COURT CALL OPERATOR: Yes, Your Honor, it's coming  
20 from Ms. Creamer's line.

21 THE COURT: Ms. Creamer, can I ask you to keep quiet  
22 on your end of the line, please. Thank you.

23 MS. CREAMER: (indiscernible 1:18:47). I'm sorry.

24 THE COURT: I couldn't hear what -- what you said.

25 All right, I'm going to start over again.

1           In this contested matter in the Chapter 11 case of Motors  
2       Liquidation Company, formerly known as General Motors, the GUC  
3       Trust objects to the claim of Marjorie Creamer in the State of  
4       Kansas. As stated in her letter of January 13, 2011, she  
5       bought a GM vehicle that caused a wreck on September 24, 2009,  
6       causing severe injuries. It is alleged, and for the purpose of  
7       this analysis, I take it as true, that she bought the vehicle  
8       back in 2007. So we have a situation where the vehicle was  
9       bought back then, is alleged to have been a lemon or otherwise  
10      defectively manufactured, but the wreck only took place on  
11      September 24, 2009.

12           It is undisputed, or should be, that under the sale  
13      agreement, new GM assumed all liabilities to third parties for  
14      death, personal injury, or other injury to persons, or damage  
15      to property caused by motor vehicles, which arose directly out  
16      of death, personal injury or other injury to persons or damage  
17      to property caused by accidents or incidents first occurring on  
18      or after the closing date. And it is also undisputed that the  
19      closing date was back in July of 2009, several months before  
20      the wreck that caused the property and the severe injuries.

21           Motors Liquidation, which is old GM, has moved to  
22      dismiss the -- expunge the claim, and I'm granting that. The  
23      reason for it, and it's actually good news for Ms. Creamer, is  
24      that new GM assumed this liability. You have the right, Ms.  
25      Creamer, to go after new GM, and if you succeed in your lawsuit

1 against new GM you can get money and not stock. So, you're  
2 going after the wrong entity. Now, I - I sense from your oral  
3 argument that you're upset, but you're actually in a better  
4 position than you thought you were, because you have the right  
5 to go against an entity that's continuing in business, and if  
6 you can prove your claim you can get money from them and not  
7 stock. But by the same token the history of this matter does  
8 indicate a lot of vexatious litigation. I'm not exactly sure  
9 why there's been a misunderstanding as to who the right entity  
10 is to go after, why you want to proceed against old GM, Ms.  
11 Creamer, when you can go against new GM, which has more in the  
12 way of resources to satisfy your claim. But in any event, yes.  
13 I'm not going to issue a Martin-Trigona order, but there has  
14 been too much going on, so the order can and should provide,  
15 Ms. Greer, not just that the claim is expunged but that if Ms.  
16 Creamer files anything further in this Court, or in any Court,  
17 you don't have to respond to it unless and until I issue an  
18 order saying that you need to respond. I'm not otherwise  
19 imposing sanctions, not against a pro se plaintiff -- claimant.  
20 But again, this is costing old GM's other creditors a lot of  
21 money and every time you have to show up in Court, and I'm  
22 telling you, you don't need to do it any more.

23 MS. GREER: Thank you, Your Honor.

24 THE COURT: All right.

25 Ms. Creamer, I don't expect you to agree with my



1 ruling, but do you understand it?

2 COURT CALL OPERATOR: Excuse me, Your Honor, this is  
3 the Court Call Operator. Ms. Creamer disconnected at 11:41.

4 THE COURT: Okay, that was about two minutes ago,  
5 huh?

6 COURT CALL OPERATOR: Yes, Your Honor. I did not  
7 want to interrupt you.

8 THE COURT: Sure. I understand.

9 All right, nevertheless we must continue. Ms. Greer,  
10 you're to settle an order in accordance with the forgoing?  
e  
^

11 MS. GREER: YES Your Honor, will do.

12 THE COURT: Okay. What else do you have?

13 MS. GREER: Your Honor, I think I'm all done and I'd  
14 ask if I could be excused unless you have any questions --

15 THE COURT: No.

16 MS. GREER: -- or anything further.

17 THE COURT: You may be excused. And the folks who  
18 are UAW members and are here on health care members -- matters,  
19 I'll hear those next.

20 MS. GREER: Thank you, Your Honor.

21 THE COURT: Sir, I understand you're one of the UAW  
22 folks. Would you come up to the plane -- the main counsel  
23 table please, and speaking into the microphone just tell us  
24 your name and I'll give you a chance to be heard in a couple of  
25 minutes.